

COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 915

T00-0055

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", the Illinois Central Railroad Company, hereinafter referred to as "COMPANY", Marrow Bone Township, hereinafter referred to as "TOWNSHIP", and the State of Illinois, Department of Transportation, hereinafter referred to as "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY 's track with a public highway known as TR8 located north of Bethany, Moultrie County, Illinois, designated as crossing AAR/DOT 292 891Y, milepost 93.95-B; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team including a staff member of the COMMISSION's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossing has been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

DOCKETED

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) The installation of automatic flashing light signals and gates controlled by constant warning time circuitry at the TR8 grade crossing

Section 3 The COMPANY has prepared a preliminary estimate of cost to accomplish the proposed improvements which they may be required to perform. Said estimate is attached as Exhibit B. The COMPANY shall upon Order according to the requirements contained therein prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and the DEPARTMENT.

Section 4 The COMPANY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be thirty (30) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The TOWNSHIP shall be responsible for the installation and maintenance of advance warning signs.
- (b) The cost for the COMPANY to perform the work set forth in Section 2(a), estimated to be \$105,010, shall be allocated 90% of the actual cost, in an amount not to exceed \$94,509, to the Grade Crossing Protection Fund, with all remaining costs, as well as the cost of future maintenance and operations to the borne by the COMPANY.

Section 6 Special Provisions:

Since the warning device improvement at the subject crossing will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The COMPANY shall file a written report with the Director of Processing and Information within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reasons for the delay.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen

The COMPANY shall, within ninety (90) days of the date of COMMISSION's Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Division of the COMMISSION, the name, title, mailing address, phone number and facsimile number of a project manager.

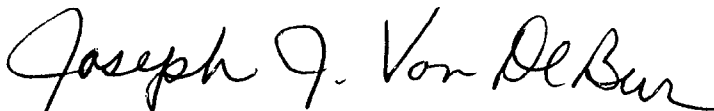
Section 7 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such Stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 20th day of March, 2000.

By: 
Michael E. Stead
Railroad Safety Program Administrator

Attest:

By: 
Joseph J. VonDeBur
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 915 concerning improvements at the TR8 crossing of the Canadian National/Illinois Central Railroad Company located north of Bethany, Moultrie County, Illinois, designated as crossing AAR/DOT 292 891Y, milepost 93.95-B.

Executed by the TOWNSHIP this 22 day of March 2000.

MARROW BONE TOWNSHIP

By: Arthur M. Reynolds
Marrowbone Township
Road Commissioner

Attest:

Illinois Commerce Commission Stipulated Agreement No. 915 concerning improvements at the TR-8 crossing of the Illinois Central Railroad Company located north of Bethany, Moultrie County, Illinois, designated as crossing DOT #292 891Y, Milepost B-93.95.

Executed by the Company this 6th day of April, 2000

ILLINOIS CENTRAL RAILROAD COMPANY

By:



D. G. Kelly
Chief Engineer

Attest:



Assistant Secretary

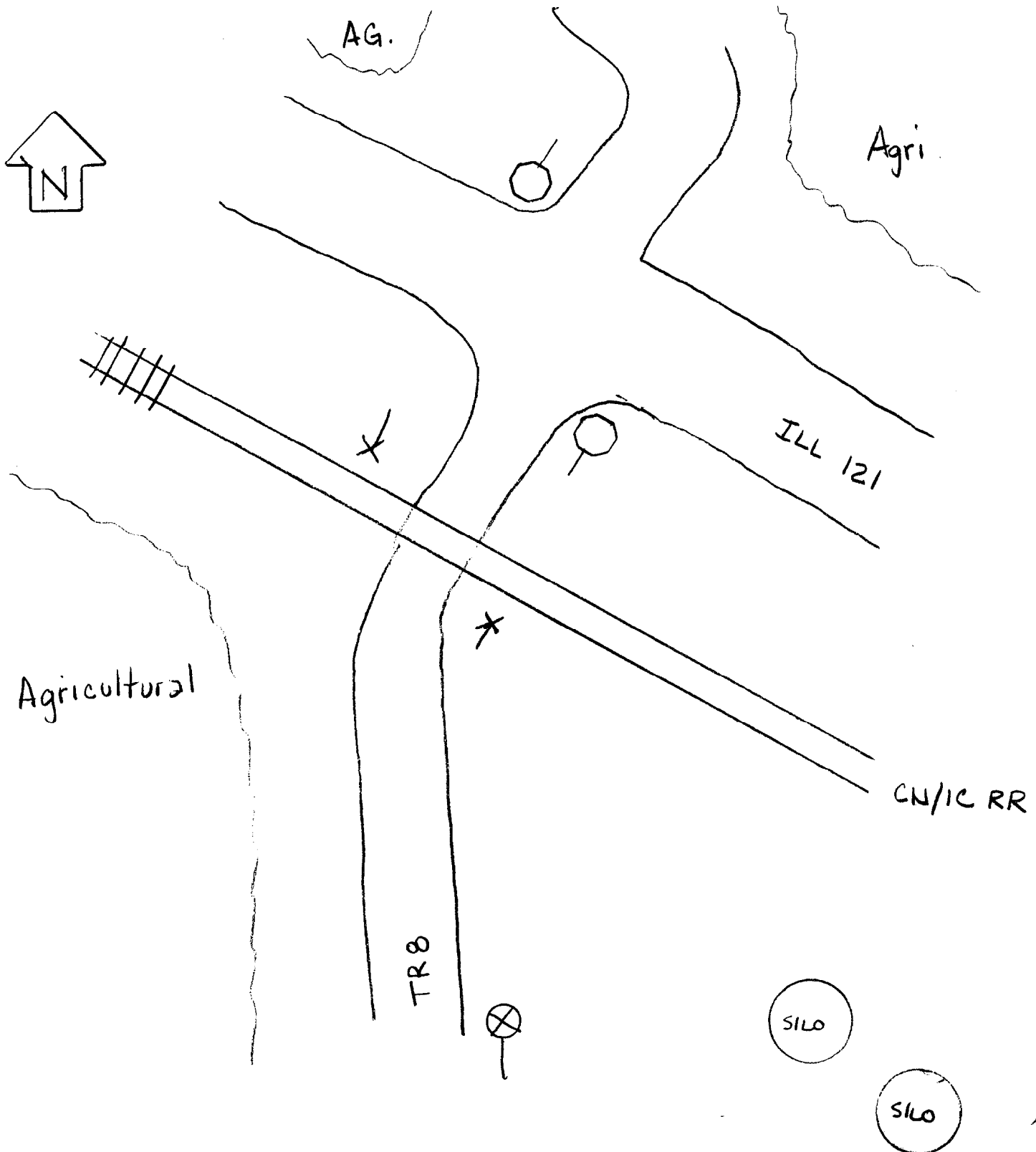
Illinois Commerce Commission Stipulated Agreement No. 915 concerning improvements at the TR8 crossing of the Canadian National/Illinois Central Railroad Company located north of Bethany, Moultrie County, Illinois, designated as crossing AAR/DOT 292 891Y, milepost 93.95-B.

Executed by the DEPARTMENT this 19TH day of JUNE 2000.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: James C. Shaffer
Director of Highways

SKETCH OF CROSSING: DOT 292 891Y



ILLINOIS CENTRAL RAILROAD
ENGINEERING DEPARTMENT
OFFICE OF GENERAL MANAGER-C&S

Bethany, IL

Est 1047-001

Estimated cost of Signal work to install FLS & Gates at TR 8.

Midwest Division

Val Sec Il-2

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
=====				
FAPG				

<u>CROSSING MATERIALS PACKAGE</u>				
CONSTANT WARNING TIME	1.	EACH @	8879.00	8879.00
TERMINATION SHUNT	2.	EACH @	597.00	1194.00
RECTIFIER, CRC 40EC-12V	1.	EACH @	665.00	665.00
RECTIFIER, CRC 20EC-12V	1.	EACH @	535.00	535.00
XING LAMP CONTROLLER, XLC	2.	EACH @	735.00	1470.00
VITAL LOGIC GATE, VLG	2.	EACH @	451.00	902.00
VITAL RELAY DRIVER, VRD	1.	EACH @	599.00	599.00
ERICO SURGE PROTECTION	1.	LOT @	2000.00	2000.00
WAGO TERMINATION EQUIPMENT	1.	LOT @	500.00	500.00
RESISTOR, ADJUSTABLE	8.	EACH @	30.00	240.00
EQUIPMENT RACK	2.	EACH @	311.00	622.00
LED FLASHER & GATE ASSY	1.	EACH @	7225.00	7225.00
LED FLSHR & GATE ASSY W/1 SIDELITE	1.	EACH @	7975.00	7975.00
ARM, EZ GATE, 16-24'	2.	EACH @	442.00	884.00
GATEKEEPER, SK-1000	2.	EACH @	1928.00	3856.00
BELL, ELECTRONIC	1.	EACH @	235.00	235.00
BATTERY, GNB 265AH	13.	EACH @	217.00	2821.00
BOX, BATTERY, 6 CELL	2.	EACH @	434.00	868.00
FOUNDATION, S2 4FT-6IN HI	2.	EACH @	369.00	738.00
ALUMINUM HOUSE, 8x6'	1.	EACH @	11400.00	11400.00
CABLE, 2c/6 TW., 120-D (O)	250.	FEET @	0.68	170.00
CABLE, 3c/6, 121-L (O)	300.	FEET @	1.43	429.00
CABLE, 7c/6, 121-N (O)	200.	FEET @	3.32	664.00
CABLE, 5c/14, 121-B (O)	200.	FEET @	1.00	200.00
LANDFILL	1.	L.S. @	700.00	700.00
MISC. SIGNAL MATERIAL	1.	L.S. @	400.00	400.00

EXHIBIT B

Bethany, IL

Est 1047-001

5 MAN GANG	8. DAY @	1000.00	8000.00
PRELIMINARY ENGINEERING	1. L.S. @	3600.00	3600.00
CONSTRUCTION ENGINEERING	1. L.S. @	275.00	275.00

SUMMARY

MATERIAL	56171.00 *
HANDLING 0.0610	3426.43
CROSSING SYSTEM WIRING	6000.00
LABOR	8000.00 *
ENGINEERING	3875.00
ACCOUNTING	200.00
COMPOSITE ADD.-DIRECT LABOR 1.0706	8564.80
COMPOSITE ADD.-ENG 1.0088 -ACCT 1.0706	4123.22
SUBSISTENCE	2000.00
RENTAL OF EQUIPMENT	1600.00
POWER TAP	1500.00
CONTINGENCIES	9549.55

TOTAL COST	105010.00

EXHIBIT B